

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

LARRY GIRALDES,

Plaintiff,

No. CIV S-01-2110 LKK EFB P

vs.

T. TREBULA, et al.,

Defendants.

ORDER

Plaintiff is a prisoner proceeding pro se with an action under 42 U.S.C. § 1983. Plaintiff has filed a motion to appoint counsel and a motion to stay the case for 60 days so that he can prepare a motion for a court-ordered settlement conference and attempt to locate pro bono counsel. *See* Dckt. Nos. 144-45.

This case will be referred to Magistrate Judge Craig M. Kellison to conduct a settlement conference at California State Prison - Sacramento (CSP-SAC) on October 27, 2010, at 12:00 p.m.

Accordingly, it is hereby ORDERED that:

1. This case is set for a settlement conference on October 27, 2010, at 12 p.m. at CSP-SAC, Prison Road, Represa, California 95671.

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2. Defendants' lead counsel and a person with full and unlimited authority to negotiate and enter into a binding settlement on defendants' behalf shall attend in person.¹

3. Those in attendance must be prepared to discuss the claims, defenses and damages. The failure of any counsel, party or authorized person subject to this order to appear in person may result in the imposition of sanctions. In addition, the conference will not proceed and will be reset to another date.

4. The Clerk of the Court is directed to serve a copy of this order on the Litigation Office at CSP - SAC via facsimile at (916) 294-3072.

5. Plaintiff's motion for appointment of counsel is denied without prejudice. However, should the parties fail to reach a settlement, the court will appoint counsel to represent plaintiff at trial.

6. Plaintiff's motion to stay the case is denied without prejudice to renewal after the settlement conference.

7. The parties are relieved of their obligation to file pretrial statements at this time.

DATED: October 13, 2010.


EDMUND F. BRENNAN
UNITED STATES MAGISTRATE JUDGE

¹ The term "full authority to settle" means that the individuals attending the mediation conference must be authorized to fully explore settlement options and to agree at that time to any settlement terms acceptable to the parties. *G. Heileman Brewing Co., Inc. v. Joseph Oat Corp.*, 871 F.2d 648, 653 (7th Cir. 1989), *cited with approval in Official Airline Guides, Inc. v. Goss*, 6 F. 3d 1385, 1396 (9th Cir. 1993). The individual with full authority to settle must also have "unfettered discretion and authority" to change the settlement position of the party, if appropriate. *Pittman v. Brinker Int'l, Inc.*, 216 F.R.D. 481, 485-86 (D. Ariz. 2003), *amended on recon. in part, Pitman v. Brinker Int'l, Inc.*, 2003 WL 23353478 (D. Ariz. 2003). The purpose behind requiring the attendance of a person with full settlement authority is that the parties' view of the case may be altered during the face to face conference. *Pitman*, 216 F.R.D. at 486. An authorization to settle for a limited dollar amount or sum certain can be found not to comply with the requirement of full authority to settle. *Nick v. Morgan's Foods, Inc.*, 270 F. 3d 590, 596-97 (8th Cir. 2001).